

Form PTO-1594
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party (ies):
AgoraeGlobal
129 N. Hill Avenue, Suite 104
Pasadena, CA 91106

Individuals Association
 General Partnership Limited Partnership
 Corporation-State: CA
 Other _____

Additional name(s) of conveying party (ies) attached? Yes No

2. Name and address of receiving party (ies)
Name: **Caisse De Depot Et Placement Du Quebec**
Internal
Address: _____

Street Address: **Centre CDP Capital 100 place**
Jean-Paul-Riopelle
City: **Montreal** State: **QC** Zip: **H2Z2B3**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address (es) attached? Yes No

3. Nature of conveyance.

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **July 23, 2004**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
78/322,361 78/322,416
78/322,399
78/343,318

Additional numbers attached? Yes No

B Trademark No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Melanie Cass**
Internal Address: _____
Cooley Godward LLP
Street Address **1 Maritime Plaza, 20th Floor**
San
City: **Francisco** State: **CA** Zip: **94111**

6. Total number of applications and trademarks involved **4**

7. Total fee (37 CFR 3.41) \$ **115.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
03-3115

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Melanie Cass *Melanie Cass* **August 12, 2004**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **6**

CH \$115.00 033115 78322361

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 23, 2004 by and among AGORAEGLOBAL, a California corporation ("GRANTOR") and the secured parties listed on the signature page hereof (the "SECURED PARTIES").

RECITALS

A. Secured Parties have made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in those certain Secured Promissory Notes executed by Grantor in favor of Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*"). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*").

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under this Intellectual Property Security Agreement, the Notes and the Security Agreement (collectively, the "*Loan Documents*"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and Secured Parties, Grantor grants and pledges to Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Parties under the Security Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties provided for herein or in the Security Agreement or any of the

Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature pages follow.]

08/08 2004 09:19 FAX 447 2928

CDP CAPITAL TECHNOLOGIES

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property/ Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

AGORAEGLOBAL

By: [Signature]
Print Name: AIDAN FELEY
Title: CEO

SECURED PARTIES:

CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC

By: [Signature]
Print Name: MARC FERLAND
Title: SENIOR PARTNER

By: [Signature]
Print Name: JEAN DAVID BILCAN
Title: PARTNER

EXHIBIT A
COPYRIGHTS

Description	Registration Application Number	Registration Application Date
NONE		

EXHIBIT B
PATENTS

Description	Registration/ Application Number	Registration/ Application Date
United States Patent Application: Virtual Room Videoconference System, Newman and Galvez inventors. Licensed from California Institute of Technology.	09/839,847	April 21, 2001

**EXHIBIT C
TRADEMARKS**

Description	Registration Application Number	Registration Application Date
Canada: AGORAEGLOBAL	Pending	April 30, 2004
Canada: AGORAEGLOBAL Design	Pending	April 30, 2004
Canada: AGORAEWORKS	Pending	April 30, 2004
E.U.: AGORAEGLOBAL	Pending	April 30, 2004
E.U.: AGORAEGLOBAL Design	Pending	April 30, 2004
E.U.: AGORAEWORKS	Pending	April 30, 2004
US: AGORAE	78/322,361	November 3, 2003
US: AGRAEGLOBAL	78/322,399	November 3, 2003
US: AGORAEGLOBAL Design	78/343,318	December 19, 2003
US: AGORAEWORKS	78/322,416	November 3, 2003